

Appendix E – Forms

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Form A
PROPOSER INFORMATION

SR-92; East of I-15 in Lehi Project
Design-Build Request for Proposals
Utah Department of Transportation Project NH-0265(5)2

1.0 Name of Proposer: _____

2.0 Type of Entity: _____

3.0 Proposer's Address: _____

Telephone Number

Fax Number

E-mail Address

4.0 If the Proposer's organization (or any member, general partner or joint venturer of the Proposer) is a corporation or a limited liability company (LLC), answer the following. (Copy this page if necessary for multiple corporations or LLCs and include certified copies of articles of incorporation and bylaws for each corporation or similar organizational documents for each LLC.)

4.1 Name of company: _____

4.2 Relationship of company to the Proposer: _____

4.3 Date of incorporation/formation: _____

4.4 State of incorporation/formation: _____

4.5 Chief executive officer's name: _____

4.6 President's name: _____

4.7 Name(s) of vice president(s): _____

4.8 Secretary's name: _____

4.9 Treasurer's name: _____

5.0 If the Proposer's organization (or any member, general partner or joint venturer of the Proposer) is a partnership, answer the following (and include copies of partnership agreements for all tiers):

5.1 Name of Partnership: _____

5.2 Relationship of Partnership to the Proposer: _____

5.3 Date and state of organization of partnership: _____

5.4 Full names and addresses of all partners (state whether general or limited partners):

6.0 If the Proposer's organization (or any member, general partner or joint venturer of the Proposer) is a joint venture, answer the following (and include copies of joint venture agreements for all tiers):

6.1 Name of Venture: _____

6.2 Relationship of Venture to the Proposer: _____

6.3 Full names and addresses of all members (at all tiers):

7.0 If the Proposer (or any member, general partner or joint venturer of the Proposer) is an individual or an entity other than a corporation, LLC, partnership or joint venture, describe such person or entity and name all principals (and include copies of organizational documents for all tiers):

8.0 Specify the respective authorities, responsibilities, duties and liabilities of the Proposer and each

member, general partner or joint venturer of the Proposer, and attach an organizational chart as required by the Request for Proposal (RFP).

- 9.0 List states and categories in which the Proposer's organization is legally qualified to do business. Use Standard Industrial Classification (SIC) codes wherever possible to describe categories of work. Indicate registration or license numbers, if applicable. Attach a separate sheet if necessary.

- 10.0 Within the past five years, has any member, general partner or joint venturer ever failed to comply with the requirements of regulatory agency permits? If so, note when, where, and why (and specify which member, partner or joint venturer was involved)

STATE OF UTAH

COUNTY OF _____

Each of the undersigned, being first duly sworn, deposes and says that _____ is the
_____ of _____ and _____ is the
_____ of _____, which entity(ies) are the
_____ of _____, the entity making the foregoing
Proposal, and that the answers to the foregoing questions and all other statements therein are true
and correct.

(Signature)

(Signature)

(Name Printed)

(Name Printed)

(Title)

(Title)

Subscribed and sworn to before me this _____ day of _____, 2002.

Notary Public in and for said County and State _____

[Seal]

My commission expires: _____

Form B
RESPONSIBLE PROPOSER QUESTIONNAIRE

SR-92; East of I-15 in Lehi Project
Design-Build Request for Proposals

Utah Department of Transportation Project NH-0265(5)2

The Proposer shall respond either “yes” or “no” to each of the following questions. If the Proposer’s response is “yes” to any question(s), an explanation of the circumstances shall be provided in the space following the questions. The Proposer shall attach additional documentation as necessary to fully explain said circumstances. Failure to either respond to the questions or provide adequate explanations may preclude consideration of the Proposal and require its rejection. The term “affiliate” shall mean any firm, corporation, partnership or association which is a member or partner of the Proposer, or any such entity which owns a substantial interest in or is owned in common with the Proposer or any of its members or partners, or any such entity in which the Proposer or any of its members or partners own a substantial interest.

Within the past five years, has the Proposer, any affiliate of the Proposer, any officer, director, responsible managing officer or responsible managing employee of the Proposer who has a proprietary interest in the Proposer:

- a) Been disqualified, debarred, removed or otherwise prevented from bidding or proposing on or completing a federal, state or local contract anywhere in the United States or any other country because of a violation of law or safety regulation?

If yes, please explain the circumstances. If no, so state.

Yes _____ No _____

- b) Been convicted by a court of competent jurisdiction of any criminal charge of fraud, bribery, collusion, conspiracy or any act in violation of Utah, federal or foreign antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes _____ No _____

- c) Had filed against it, him or her, any criminal complaint, indictment of information alleging fraud, bribery, collusion, conspiracy or any action in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes _____ No _____

- d) Had filed against it, him or her, any civil complaint (including but not limited to a cross-complaint) or other claim arising out of a public works contract, alleging fraud, bribery, collusion, conspiracy or any act in violation of state or federal antitrust law in

connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

Yes _____ No _____

- e) Been found, adjudicated or determined by any federal or state court or agency (including but not limited to the Equal Employment Opportunity Commission and the Office of Federal Contract Compliance Programs) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000e et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); Executive Order 11246)?

If yes, please explain the circumstances. If no, so state.

Yes _____ No _____

- f) Been found, adjudicated, or determined by any state court, state administrative agency (including but not limited to the Utah Labor Commissioner, Department of Industrial Relations, Division of Labor Standards Enforcement), federal court or federal agency to have violated or failed to comply with any law or regulation of the United States or any state governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

If yes, please explain the circumstances. If no, so state.

Yes _____ No _____

- g) Been issued a "Notice of Payment Due" by the Labor Commission, State of Utah, Department of Industrial Relations, Division of Labor Standards Enforcement, or been the subject of a "Stop Notice" or "Notice to Withhold" in connection with the performance of any public works contract with any public entity which resulted in payment being made to the claimant?

If yes, please explain the circumstances. If no, so state.

Yes _____ No _____

- h) Been convicted of violating a state or federal law respecting the employment of undocumented aliens?

If yes, please explain the circumstances. If no, so state.

Yes _____ No _____

- i) Been assessed liquidated damages for failure to complete any contract on time?

If yes, please explain the circumstances. If no, so state.

Yes _____ No _____

Explain the circumstances underlying any “yes” answers for the aforementioned questions on separate sheets attached hereto.

VERIFICATION / DECLARATION

I declare under penalty of perjury under the laws of the State of Utah that the foregoing declaration is true and correct. Executed _____, 2002.

(Signature)

(Name Printed)

(Title)

Form E

NONCOLLUSION AFFIDAVIT

SR-92; East of I-15 in Lehi Project

Design-Build Request for Proposals

Utah Department of Transportation Project **NH-0265(5)2**

STATE OF UTAH

COUNTY OF _____

Each of the undersigned, being first duly sworn, deposes and says that _____ is the _____ of _____ and _____ is the _____ of _____, which entity(ies) are the _____ of _____, the entity making the foregoing Proposal, that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Contract Price of the Proposer or any other Proposer, or to fix any overhead, profit or cost element included in the Proposal, or of that of any other Proposer, or to secure any advantage against the Department of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted its Contract Price or any Option Prices or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, Proposal depository or any member or agent thereof to effectuate a collusive or sham Proposal.

(Signature)

(Signature)

(Name Printed)

(Name Printed)

(Title)

(Title)

Subscribed and sworn to before me this ____ day of _____, 2002.

[Seal]

.....
Notary Public in and for
said County and State

My commission expires: _____.

[Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of all general partners or joint venturers of the Proposer.]

Form F
PRICE PROPOSAL

SR-92; East of I-15 in Lehi Project
Design-Build Request for Proposals
Utah Department of Transportation Project **NH-265(5)2**

<u>ITEM/ LINE NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>ITEM TOTAL</u>
1	Contract Price - Total for Design-Build Work	Lump Sum	_____

Form H
PROPOSAL BOND

SR-92; East of I-15 in Lehi Project
Design-Build Request for Proposals
Utah Department of Transportation Project **NH-0265(5)2**

KNOW ALL MEN BY THESE PRESENTS:

That, _____, hereinafter referred to as the “Principal” and _____ a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____ hereinafter referred to as the “Surety,” are held and firmly bound unto the State of Utah by and through the Utah Department of Transportation, hereinafter referred to as the “Obligee,” in the amount of 5% of the price proposal (the “Bonded Sum”) Dollars for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Bond No. _____

WHEREAS, _____, a _____ (“Principal”), has submitted the accompanying proposal to the State of Utah by and through the Utah Department of Transportation (“Obligee”), in response to Obligee’s Request for Proposals for Project No. NH-265()2(the “RFP”).

WHEREAS, Principal is required to furnish this Bond as a condition to Obligee’s acceptance of the proposal.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal does not execute and deliver the contract, the Performance Bond, the Payment Bond, the Warranty Bond, and all other documents required to be provided under the Instructions to Proposers in the RFP to Obligee within five calendar days after receipt of the execution form of the contract from the Department, then the Bonded Sum will be forfeited to Obligee as liquidated damages and not as a penalty; otherwise this obligation shall be null and void.

IN WITNESS WHEREOF, Principal and Surety have caused this bond to be executed and delivered as of _____, 2002.

WITNESS OR ATTESTATION:

(Seal)

(Seal)

(Seal)

WITNESS:

Principal

STATE OF UTAH COUNTY OF SALT
LAKE

Surety

Phone:

By

Attorney-in-Fact

_____ being first duly sworn on oath disposes and says that he is the Attorney-in-Fact of the _____ and that he is duly authorized to execute and deliver the foregoing obligation, that said Company is authorized to execute the same, and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings, and obligations

Subscribed and sworn to me this ____ day of _____,

My commission
expires:

Notary Public

APPROVED AS TO FORM: _____
Assistant Attorney General

Form L

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

SR-92; East of I-15 in Lehi Project

Design-Build Request for Proposals

Utah Department of Transportation Project **NH-0265(5)2**

The undersigned certifies, to the best of its knowledge and belief (after due inquiry and investigation), that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, **“Disclosure Form to Report Lobbying,”** in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Date: _____

Signature

Title

[Duplicate and modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of all partners, members or joint venturers of the Proposer.]

Form L2
DISCLOSURE OF LOBBYING ACTIVITIES (SF-LLL)

SR-92; East of I-15 in Lehi Project
Design-Build Request for Proposals

Utah Department of Transportation Project **NH-0265(5)2**
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime Congressional District, if known: _____	<input type="checkbox"/> Subawardee Tier _____, if known: _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: _____
6. Federal Department/Agency: _____		7. Federal Program Name/Description: _____ CFDA Number, if applicable: _____
8. Federal Action Number, if known: _____		9. Award Amount, if known: _____ \$ _____
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): _____ (attach Continuation Sheet(s) SF-LLL-A, if necessary)		b. Individuals Performing Services (including address if different from No. 10a) _____
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply); <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> other; specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No. _____ Date: _____
Federal Use Only:		Authorized for Local Reproduction Standard Form – LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, or the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in items 4 or 5.
10.
 - A. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action.
 - B. Enter the full names of the individual(s) performing services, and include full address if different from 10A. Enter last name, first name, middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

It is understood that those individuals whose signatures appear as owners or authorized representatives of the bidder hereafter, have read and are familiar with the provisions of sections 192.15 and 102.17 of the 1994 Standard Specifications for Road and Bridge Construction, entitled 'Noncollusive Bidding Certification' and 'Certification Regarding Debarment, Suspension and other Responsibility Matters – Primary Covered Transactions', respectively. Those who sign, and the Firm for which they are authorized to sign, do so under penalty of perjury as specified by the laws of the United States and the State of Utah as explained in said sections.

The undersigned after having personally and carefully examined the specifications, plans and form of contract and bond, all of which are made a part hereof, proposes to furnish all labor, equipment, tools, and machinery and to furnish and deliver all materials not specifically mentioned as being furnished by the Department, for approximately the sum stated as the Total Bid.

Contractor Profile

Firm: Federal Tax ID: Address: Phone: FAX: Authorized Signature: _____

Incorporated Firm information

President: Secretary: Treasurer: State of Charter:

Receipt of Addendums

see Standard Specification 102.6

	Date	Initials
Addendum #1	_____	_____
Addendum #2	_____	_____
Addendum #3	_____	_____
Addendum #4	_____	_____

Direct Deposit

<p>As indicated by Firm, payments will be made directly to the institution below:</p> <p>Account Number:</p> <p>Routing Number:</p>

Form M
DESIGN-BUILD CONTRACT

SR-92; East of I-15 in Lehi Project
Design-Build Request for Proposals
Utah Department of Transportation Project **NH-0265(5)2**

THIS AGREEMENT made and executed in *four (4)* original counterparts this ____ day of _____ A.D. _____ between the Utah Department of Transportation, hereinafter called "Department," first party and _____, hereinafter called "Design-Builder," second party.

WITNESSETH, That for and in consideration of payments, hereinafter mentioned, to be made by the Department, the Design-Builder agrees to furnish all labor and equipment; to furnish and deliver all materials not specifically mentioned as being furnished by the Department; and to do and perform all Work in the _____, in _____, State of Utah, the same being identified as _____ for the appropriate sum of _____ Dollars.

The Design-Builder further covenants and agrees that all of the said work and labor shall be done and performed in the best and most workmanlike manner in strict conformity with the Request for Proposals and Design-Builder Proposal. The Request for Proposals includes Chapters 1-3 and all Appendices, Payment Bond, Performance Bond, Warranty Bond and the Design-Builder's Proposal are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth at length herein.

In consideration of the foregoing premises, the Department agrees to pay to Design-Builder in the manner and in the amount provided in the said specification and Proposal.

IN WITNESS WHEREOF, the parties hereto have subscribed their names through their proper officers thereunto duly authorized as of the day and year first above written.

Attest:

UTAH DEPARTMENT OF
TRANSPORTATION

Secretary

Director of Transportation - First Party

Witnesses:

Second Party

by

Approved as to form:

Title	
-------	--

By

Utah Contractor License Number

Assistant Attorney General

APPROVED

Director of Finance

FUNDS AVAILABLE

Budget Officer	Date
----------------	------

Budget Officer	Date
----------------	------

Form N
PERFORMANCE BOND

SR-92; East of I-15 in Lehi Project
Design-Build Request for Proposals

Utah Department of Transportation Project **NH-0265(5)2**

No. _____

WHEREAS, the State of Utah by and through the Utah Department of Transportation (“Obligee”), has awarded to _____, a _____ (“Principal”), a contract for Project No. SP-0201(5)13, dated _____, 2002 (the “Contract”), on the terms and conditions set forth therein; and

WHEREAS, Principal is required to furnish a bond guaranteeing the faithful performance of its obligations under the Contract Documents execution and deliver of the Contract by the Obligee.

NOW, THEREFORE, Principal and _____, a _____ (“Surety”), and admitted surety insurer in the State of Utah, are held and firmly bound unto Obligee in the amount of \$_____ (“Bonded Sum”) (as stated in Specifications for Road and Bridge Construction (Design-Build), Section 00515, Paragraph 1.6), for payment of which sum Principal and Surety jointly and severally firmly bind themselves and their successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal shall promptly and faithfully perform all of its obligations under the Contract Documents, including any and all amendments and supplements thereto, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The following terms and conditions shall apply with respect to this bond:

1. The Contract Documents (as defined in the Contract) are incorporated by reference herein.
2. This bond specifically guarantees the performance of each and every obligation of Principal under the Contract Documents, as they may be amended and supplemented, including but not limited to its liability for Damages and Warranties as specified in the Contract Documents, but not to exceed the Bonded Sum.
3. The guarantees contained herein shall survive the final completion of furnishing the design and construction called for in the Contract Documents with respect to those obligations of Principal which survive such final completion.
4. Whenever Principal shall be, and is declared by Obligee to be, in default under the Contract Documents, provided that Obligee is not then in material default thereunder, Surety shall promptly:
 - a. Remedy such default;
 - b. Complete the Project in accordance with the terms and conditions of the Contract Documents then in effect; or

- c. Obtain a proposal or proposals for completing all Work for which a Notice to Proceed has been issued, in accordance with the terms and conditions of the Contract Documents then in effect, and upon determination by Surety of the lowest responsible bidder (or, if Obligee elects, upon determination by Obligee and Surety jointly of the lowest responsible bidder), arrange for a contract between such bidder and Obligee, and make available as Work progresses (even though there should be a default or a succession of defaults under such contract or contracts of completion arranged under this paragraph), sufficient funds to pay the cost of completion less the unpaid balance of the Contract Price, as appropriate; but not exceeding, including other costs and damages for which Surety is liable hereunder, the Bonded Sum.
5. No alteration, modification or supplement to the Contract Documents or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety under this bond. Surety waives notice of any alternation, modification, supplement or extension of time.
6. Correspondence or claims relating to this bond should be sent to Surety at the following address:

7. No right of action shall accrue on this bond to or for the use of any entity other than Obligee or its successors and assigns.

IN WITNESS WHEREOF, Principal and Surety have caused this bond to be executed and delivered as of _____, 2002.

Principal:

Name:
Title:
(Seal)

Surety:

Name:
Title:
(Seal)

[ADD APPROPRIATE ACKNOWLEDGMENTS]

Form O
PAYMENT BOND

SR-92; East of I-15 in Lehi Project
Design-Build Request for Proposals

Utah Department of Transportation Project **NH-0265(5)2**

Bond No. _____

WHEREAS, the State of Utah by and through the Utah Department of Transportation (“Obligee”), has awarded to _____, a _____ (“Principal”), a contract for Project No. SP-0201(5)13, dated _____, 2002 (the “Contract”), on the terms and conditions set forth therein; and

WHEREAS, Principal is required to furnish a bond guaranteeing payment of claims as described in Utah Code Section 63-56-38(b) as a condition to execution and delivery of the Contract by the Obligee.

NOW, THEREFORE, Principal and _____, a _____ (“Surety”), an admitted surety insurer in the State of California, are held and firmly bound unto Obligee in the amount of \$ _____ (“Bonded Sum”) (as stated in the Specifications for Road and Bridge Construction (Design-Build), Section 00515, Paragraph 1.6 [Contract Bonds]), for payment of which sum Principal and Surety jointly and severally firmly bind themselves and their successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal shall fail to pay the lawful claims of all of the persons named in Utah Code Section 63-56-38, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect, it being expressly understood and agreed that the liability of Surety for any and all claims hereunder shall in no event exceed the Bonded Sum

The following terms and conditions shall apply with respect to this bond:

1. The Contract Documents (as defined in the Contract) are incorporated by reference herein.
2. This bond is executed for the purpose of complying with the laws of the State of Utah as contained in Utah Code Section 63-56-38 and all acts amendatory thereof, and this bond shall inure to the benefit of any and all persons designated in Section 63-56-38, so as to give such persons a right of action to recover upon this bond in any suit brought to foreclose the liens provided for by the laws of the State of Utah, or in a separate suit brought on this bond. Liabilities on this bond to all such claimants shall be determined in accordance with Utah Code Section 63-56-38 to the same extent as if it were copied at length herein.
3. Whenever Principal shall fail to pay the lawful claims of all of the persons named in Utah Code Section 63-56-38(b), then Surety shall pay for the same in an amount not to exceed the Bonded Sum.

4. No alteration, modification or supplement to the Contract Documents or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety under this bond. Surety waives notice of any alternation, modification, supplement or extension of time.
5. Correspondence or claims relating to this bond should be sent to Surety at the following address:

IN WITNESS WHEREOF, Principal and Surety have caused this bond to be executed and delivered as of _____, 2002.

Principal:

Name:
Title:
(Seal)

Surety:

Name:
Title:
(Seal)

[ADD APPROPRIATE ACKNOWLEDGMENTS]